



# DEPARTMENT OF CONSERVATION

## DIRECTOR'S OFFICE

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### **REQUEST FOR PROPOSAL-Secondary Notice to Prospective Proposers**

March 13, 2006

You are invited to review and respond to this Request for Proposal (RFP), entitled PAO-600 Communications Marketing. In submitting your proposal, you must comply with these instructions.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site [www.ols.dgs.ca.gov/standard+language](http://www.ols.dgs.ca.gov/standard+language). If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of Department of Conservation, this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this RFP is:

Mark Oldfield  
Department of Conservation  
(916) 323-1886

Please note that no information given will be binding upon the State unless such information is issued in writing as an official addendum.

Lu-Lu Ramos  
Contract Administrator

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## **A) Purpose and Description of Services**

The purpose of this RFP is to solicit proposals from vendors with the resources, experience and abilities to provide an array of communication services that will serve to educate and inform Californians about the State's beverage container recycling program. These services should include, but are not limited to, behavioral and social marketing, public relations, advertising and the development of partnerships with private and public entities that, with Department of Conservation ("Department") support, will establish, maintain and promote recycling at their venues and in their communities.

This RFP is incorporated by reference into the contract.

The contract between the Department and the successful proposer will commence on July 1, 2006 and will continue until June 30, 2007.

The Department retains the option to extend the contract for up to two (2) additional one-year periods. The amount of the renewal options will be based on the availability of funds in the annual Budget Act.

### **Program Overview**

The outreach services requested in this RFP are for the Department's Division of Recycling ("Division" or "DOR"). The Division of Recycling is charged with carrying out the mandates of the California Beverage Container Recycling and Litter Reduction Act (Act), originally enacted as AB 2020 (Chapter 1290, Statutes of 1986). The Act establishes beverage container recycling and litter reduction programs for California. The overall goal of the Act is to reach and maintain high recycling rates for all aluminum, glass, plastic and bimetal California Redemption Value beverage containers. California's program is a comprehensive program affecting the distribution, collection, redemption and recycling of beverage containers.

As it administers the Act, the Department of Conservation's Division of Recycling is authorized to "encourage increased, and more convenient beverage container redemption opportunities for all consumers" (California Beverage Container Recycling and Litter Reduction Act section 14501(a)).

Another "...purpose of this division is to create and maintain a marketplace where it is profitable to establish sufficient recycling centers and locations to provide consumers with convenient recycling opportunities..." (Act § 14501.1(f)).

In order to alter consumer behavior and promote recycling, "the department may prepare, publish, and issue printed pamphlets, promotional materials, and bulletins which the director deems necessary for the dissemination of information to the public concerning the activities of the department pursuant to this division." (Act § 14350.5(c)).

### **History**

Beginning in the mid-1990s, the percentage of beverage containers recycled in relation to the number sold trended downward, both in California and elsewhere in the nation. With an expansion of California's "bottle bill" in 2000 (SB 332), there has been an annual increase in the number of containers -- to a total in 2004 of 20.2 billion -- on which California consumers paid California Redemption Value (CRV). Consumers can reclaim the CRV paid on those containers at more than 2,000 privately owned recycling centers statewide. The bottles and cans can also be recycled through local curbside programs, in many public venues that have recycling bins, such as parks, beaches and athletic fields, and in a variety of other places that may offer recycling opportunities, such as the workplace. Although there has been an overall increase in the number of containers recycled annually (a total of 12 billion in 2004), the rate of recycling has

not kept pace with the increase in sales of CRV beverages, and the recycling rate for all container types combined declined from 73 percent in 1999 to 55 percent in 2003. Legislation that took effect in January 2004 increased CRV from 2.5 cents to 4 cents on containers less than 24 ounces, and from 4 cents to 8 cents on containers 24 ounces and larger. Subsequently, the recycling rate increased to 59 percent for all of 2004 and 65 percent for the first half of 2005.

Since the launch of a new outreach campaign in the spring of 2001 to coincide with the expansion of the program, a variety of outreach components have been developed including television and radio advertising, outdoor advertising, print materials, public relations efforts and a Web site, [www.bottlesandcans.com](http://www.bottlesandcans.com). New broadcast and print materials were developed at times to replace old ones that had run their course. Campaign creative materials are made available at no cost to the Department's partners at the local level, such as city and county recycling coordinators, recycling center operators, and educators. This saves them the time and money of making creative materials on their own, and furthers the campaign by propagating a single unified message on recycling rather than a host of messages competing for "air time" and attention.

Initially, the outreach campaign's purpose was to make beverage container recycling a "top-of-mind" issue for Californians, thus increasing bottle and can recycling awareness, in order to get as many containers as possible out of the trash can and into the recycling bin. Subsequently, the campaign underwent a shift toward the creation of greater recycling opportunity. This was designed to address a frequent consumer complaint that while they had the desire to recycle, they often did not have the opportunity to recycle, in particular while away from home. Ultimately, this led to the creation in 2005 of a "Recycling Starter Kit" for use in offices, exercise clubs, schools and other locations that needed the tools to begin and maintain a site-specific recycling program. The kit includes a coated cardboard recycling bin and printed materials to assist in the startup and maintenance of the program. More than 10,550 Recycling Starter Kits have been issued as of February 2006.

While recycling opportunity remains a key component of the outreach effort, evidence suggests there is a knowledge gap among Californians regarding what to recycle, how to recycle, and where to recycle. Bridging this gap is an important goal moving forward.

## **B) Minimum Qualifications for Proposers**

This procurement is open to all agencies or entities that, by the time of the proposal submission deadline, operate a full-service communications marketing, social marketing, advertising and public relations agency; have an office in California capable of meeting the Department's needs; and are licensed to do business in the State of California. A newly formed agency may bid if the agency can show that it was formed by merger, joint venture or partnership and that one of the agencies or entities forming the bidding agency was a prior full-service communications marketing/public relations/social marketing agency with at least five (5) years experience in conducting programs of this scope. The proposer must be able to show at least five (5) years experience in communications marketing, advertising, social marketing, and public relations and in conducting programs of statewide and national scope. The proposer must provide evidence of financial stability and must document sufficient financial resources necessary to perform all services associated with the resulting contract. Since the method of payment for the resulting contract will be payment in arrears for work completed, proposers must have sufficient financial resources to perform services and withstand reimbursement processing for upwards of 45 days from the date the invoice is submitted.

**C) Proposal Requirements and Information**

**1) Key Action Dates - Tentative Schedule**

<u>Event</u>	<u>Date</u>
RFP available to prospective proposers	<u>3/13/06</u>
<b>Mandatory</b> Pre-proposal Conference	<u>3/23/06</u>
Written Question Submission Deadline	<u>3/27/06</u>
Response to written questions	<u>3/30/06</u>
Final Date for Proposal Submission	5/1/06 (no later than 5:00 p.m. PST)
Oral Presentations (if necessary)	<u>5/16 &amp; 5/17/06</u>
Notice of Intent to Award	<u>5/22/06</u>
Proposed Award Date	<u>5/30/06</u>

**2) Mandatory Pre-Proposal Conference and Written Questions**

a) A **mandatory** pre-proposal conference is scheduled for Thursday, March 23, 1:00 – 4:00 PM, The Resources Building Auditorium, 1416 Ninth Street, (first floor), Sacramento, California 95814 for the purpose of discussing matters related to this RFP. Please bring a photo I.D. and allow fifteen minutes to clear security.

b) In the event a potential proposer is unable to attend the mandatory pre-proposal conference, an authorized representative may attend on their behalf. The representative may only appear on behalf of one (1) company. Subcontractors may not represent a potential proposer at the mandatory pre-proposal conference. **No proposal will be accepted unless the proposer or the proposer's authorized representative was in attendance at the pre-proposal conference.**

c) For prospective bidders who need assistance due to a physical impairment, reasonable accommodation will be provided by the Department upon request for the pre-proposal conference. The bidder must call Mark Oldfield at (916) 323-1886 **no later than the fifth working day** prior to the scheduled date and time of the pre-proposal conference to arrange for reasonable accommodation.

d) Prospective bidders needing clarification of the requirements of the RFP must submit questions in writing only. Questions submitted orally will not be considered. All questions must be received by Monday, March 27, 2006 no later than 12:00 noon via e-mail or fax. **Questions submitted after this date and time will not be considered.** Address written questions to:

Mark Oldfield  
Public Affairs Office  
Fax: (916) 323-1887  
Email: [mark.oldfield@conservation.ca.gov](mailto:mark.oldfield@conservation.ca.gov)

On March 30, 2006, all of these questions and their responses will be transmitted to all parties who attended the mandatory pre-proposal conference. The source of each question will not be indicated. The questions and responses will also be posted to the Department's Web site and will be available upon request (contact Mark Oldfield, as above).

### 3) Hypothetical Work Plan and Work Schedule Requirements

The proposer shall develop a work plan or schedule for task completion. Identify each major task, necessary subtask, and/or specific milestones by which progress can be measured and payments made. The work plan shall include the following:

#### a) Scope of Work

Scope of Work describes the nature of a hypothetical work plan that must be completed on behalf of the Department. For the purpose of this work plan, the maximum amount available annually is \$5 million. **For all services listed in this Scope of Work, the proposer must show the costs on the Cost Proposal Work Sheet in Section E.**

The Department is looking for a full-service communications agency that can work with Department staff to support programs aimed at increasing recycling opportunities, increasing collection of CRV bottles and cans, facilitating recycling activity and developing/expanding infrastructure that makes recycling more convenient. In addition to providing high-quality advertising and public relations, proposers must demonstrate a proven ability to develop partnerships with public and private entities, and show how that ability will result in an actual increase in the collection and recycling of bottles and cans and an increase in the availability of recycling for consumers and employees in a variety of venues (e.g., recycling centers, homes including multi-family dwellings, office buildings, hotels, bars, restaurants, sporting facilities, and health clubs).

To prove its ability to provide the array of services necessary to meet Department needs stated above, the proposer must describe methods, strategies and approaches for completing the hypothetical work plan. Sufficient detail must be given to effectively illustrate the work plan, which should include examples of past projects indicating creativity, competency, effective resource allocation on a local and statewide level, ability to meet deadlines, ability to develop effective partnerships, managerial experience, past performance and training. Furthermore, the proposer must detail how it will measure and demonstrate the performance/success of its work plan. Performance measurement is an important aspect of this contract since it relates implicitly and explicitly to the Department's mandate to achieve and maintain high recycling rates.

Within each task, hourly rates for professional services, materials and supplies (including telephone and postage), and costs of specific services performed by subcontractors (if applicable), must be shown on the Cost Proposal Work Sheet. **The rates quoted in the proposal become part of the final contract and may not be changed.**

#### b) Research

~~Four (4)~~Five (5) California beverage container recycling background documents are available for use in completing the hypothetical work plan:

1. California's Beverage Container Recycling & Litter Reduction Program Fact Sheet (July 2005). This document can be accessed through the DOC Web site URL at: <http://www.conservation.ca.gov/DOR/gpi/FactSheet905B.pdf>

This Department of Conservation fact sheet is a statistical report of the CRV materials in the program (aluminum, glass, plastic, bimetal) that have been sold and returned in California during the most recent statistical analysis received. Department of Conservation employees in the Division of Recycling perform the monitoring for this

report. This report indicates the total CRV quantity and the individual types of materials that are returned through curbside systems, supermarket recycling centers and traditional recycling centers.

2. California Beverage Container Recycling and Litter Reduction Act (Revised 2005). This document can be accessed through the DOC Web site URL at:  
<http://www.conservation.ca.gov/DOR/crcp/recyclers/Images/Act2006.pdf>

This publication has been prepared by the Department Conservation. It contains statutes and implementing programs administered by the Division of Recycling. Definitions pertaining to beverage container recycling are included in this publication.

3. The California Code of Regulations (Division of Recycling) Title 14, Natural Resources, Division 2, Department of Conservation, Chapter 5. Division of Recycling (Revised 2005). This document can be accessed through the DOC Web site URL at:  
<http://www.conservation.ca.gov/DOR/crcp/recyclers/Images/Regs.pdf>

The Department of Conservation has prepared this publication. It contains regulations promulgated by the Division of Recycling to further implement the California Beverage Container Recycling and Litter Reduction Act. Additional definitions pertaining to beverage container recycling are included in this publication.

4. Quantitative Telephone Survey Research (Lieberman, 2005). This document can be accessed via the DOC Web site at the following URL:  
[http://conservation.ca.gov/index/news/2006\\_%20RFP\\_Resources/Lieberman\\_Research\\_Worldwide\\_2006.pdf](http://conservation.ca.gov/index/news/2006_%20RFP_Resources/Lieberman_Research_Worldwide_2006.pdf)

The Department of Conservation contracted for this research to assess beverage container recycling program knowledge and participation among California consumers.

5. Qualitative Focus Group Research (Riester-Robb, 2005). This document can be accessed via the DOC Web site at the following URL:  
[http://www.consrv.ca.gov/index/news/2006\\_%20RFP\\_Resources/RFP\\_Resources\\_index.htm](http://www.consrv.ca.gov/index/news/2006_%20RFP_Resources/RFP_Resources_index.htm)

The Department of Conservation contracted for this research to assess beverage container recycling program knowledge and participation among California consumers.

### c) Hypothetical Work Plan

Under the contract, the Department may request projects similar to those described below. However, their listing below is not meant to imply that these projects will be implemented as actual projects under the contract; they are hypothetical for the purpose of this exercise.

**Purpose:** To raise the beverage container recycling rate by increasing the number of public and private venues that implement and maintain successful recycling programs with high levels of participation, and to make beverage container recycling a well-understood, desirable and positive behavior.

With the research provided, but not limited to these documents, provide a hypothetical work plan utilizing the following outreach components to raise the beverage container recycling rate in California.

1. **Partnership Development:** The proposer is required to present and show the ability to develop partnerships that will result in local communities, schools, businesses and

other entities establishing, with Department support, ongoing recycling programs for citizens, employees, customers and others.

2. **Advertising:** The proposer is required to demonstrate the ability to develop print and broadcast advertising that will support the work plan, negotiate discounted rates, and secure and place paid and in-kind advertising in a variety of media on a local and statewide basis.
3. **Public Relations:** The proposer is required to present and show the ability to implement media relations and public affairs programs locally and statewide, as well as the tactical public relations that would accompany the Partnership Development aspect of the work plan.
4. **Pilot Program Development:** The proposer is required to demonstrate the ability to work with a variety of interests to develop a community-centric pilot recycling program that could be adapted for use in additional communities throughout the state. The pilot concept should include an analysis of and recommendation for potential pilot program communities, a resource allocation plan and strategic recommendations to carry out the pilot.
5. **Special Events:** The proposer is required to demonstrate an ability to plan and execute special events that would further enhance consumer understanding of the importance and availability of beverage container recycling. These events may be tied to specific campaign outreach or public relations efforts, and to existing notable occasions such as Earth Day and America Recycles Day.
6. **Research:** The proposer is required to demonstrate the ability to collect and evaluate cost-effective research that will assist in the implementation and ongoing sustainability of the work plan.
7. **Collateral:** The proposer is required to demonstrate the ability to develop collateral materials that include but are not limited to brochures, videos, audios, print pieces, Web banner ads and newsletters to support the Department's recycling programs.
8. **Web sites:** The proposer is required to demonstrate the ability to augment and advance the effectiveness of any outreach campaign with an online presence designed to educate and inform the public and to provide resources for use at the local level.
9. **Performance Measures** The proposer is required to detail how work plan effectiveness will be measured. Specifically, the Department is looking for proposers to demonstrate "outcome" measures, as opposed to "output" measures, as they apply to Californians' recycling opportunity, knowledge, behavior, and everyday practices. In addition, proposers should be prepared to identify the specific benefits of each deliverable outlined, complete with measurement methodology and a detailed report of the actual benefits achieved upon successful implementation of the deliverable.
10. **Miscellaneous:** The budget must include all materials necessary to complete designated assignments (travel costs, communications, postage/shipping, misc.). Proposer shall provide to the Department a monthly progress report on its activities and accomplishments. Proposer shall estimate travel expenses. Travel and per diem expenses must not exceed rates authorized for regular state employees. Travel outside of the locations required in Section C, 3a SCOPE OF WORK requires advance written approval by the Contract Manager. This cost information is to be submitted as part of the budget.
11. **General and Administrative:** The Department requires that general and administrative (overhead) expenses be contained within the fixed hourly rates. The Department **will not** accept General and Administrative expenses as a separate line item.
12. **Cost Effectiveness:** The proposer is required to demonstrate the steps the proposer will take to fully leverage the Department's efforts and funds. This may include but is not limited to the use of partnerships, in-kind services, and pro-bono services by the proposer, its subcontractors, and/or its existing clients.

**d) Project Personnel**

(List all personnel who will be working on the project and their titles and job descriptions)

**4) Cost Sheet Format and Requirements**

The Hypothetical Work plan should be broken down in an outline format in conjunction with the cost proposal worksheet. The total costs of all tasks and milestones must not exceed \$5 million. Use the Sample Cost Proposal Worksheet (Attachment 5) as a guide in preparing your cost proposal.

**5) Submission of Proposal**

- a) Proposals should provide straightforward and concise descriptions of the proposer's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements may be cause for rejection of a proposal.
- b) All proposals must be submitted under **sealed** cover and sent to the Department of Conservation by the dates and times shown in Section C, Proposal Requirements and Information, Item 1) Key Action Dates. Proposals received after this date and time will not be considered.
- c) The original and **6** (six) copies of the proposal must be submitted.
- d) The original proposal must clearly be marked "ORIGINAL COPY." All documents contained in the original proposal package must have original signatures and must be signed by a person who has competent authority to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.
- e) The exterior of the envelope or package containing proposal envelopes must be plainly marked with the RFP number and title, your firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

**Firm Name and Address**  
**RFP Number**  
**RFP Name**

**DO NOT OPEN**

If the proposal is made under a fictitious name or business title, the actual legal name of proposer must also be included.

Proposals not submitted under sealed cover and marked as indicated may be rejected.

- f) All proposals must include the documents identified in Section E, paragraph 2, Required Attachment Check List. Proposals not including the proper "required attachments" may be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements. **Non-responsive proposals shall be rejected.**
- g) Mail or deliver proposals to the following address:  
  
U.S. Postal Service Deliveries & Hand Deliveries  
(UPS, Express Mail, Federal Express)  
  
Department of Conservation  
Public Affairs Office  
801 'K' Street, MS 24-07  
Sacramento, California 95814
- h) Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
- i) A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all proposals. The State may waive an immaterial deviation in a proposal. The State's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the proposer from full compliance with all requirements if awarded the contract.
- j) Costs incurred for developing proposals and in anticipation of award of the agreement are entirely the responsibility of the proposer and shall not be charged to the State of California.
- k) An individual who is authorized to bind the proposing firm contractually shall sign Attachment 2, the Proposal/Proposer Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
- l) The only way a proposer may modify a proposal after its submission is by withdrawing the original proposal and submitting a new proposal prior to the proposal submission deadline set forth in the Key Action Dates. Proposal modifications offered in any other manner, oral or written, will not be considered.
- m) A proposer may withdraw its proposal by submitting a written withdrawal request to the State, signed by the proposer or an authorized agent in accordance with paragraph k) above. A proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
- n) The State may modify the RFP prior to the date fixed for submission of proposals by issuing an addendum to all parties who received a proposal package.
- o) The State reserves the right to reject all proposals. The State is not required to award an agreement.**
- p) Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with the RFP requirements.

- q) **Where applicable, proposers should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites or specifications.**
- r) No more than one (1) proposal from an individual, firm, partnership, corporation or association under the same or different names will be considered.
- s) The State does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- t) No oral understanding or agreement shall be binding on either party.
- u) **Proposal Format and Content**

Submit one original and six (6) copies of your proposal and comply with each item herein, giving specific details of techniques to be used in meeting these requirements.

**6.) Proposal Minimum Requirements Check List**

Meets Requirements

**Y E S      N O**

**Please use the following format/organization:**

<b>1. Cover Sheet/Introduction</b>			
<b>2. Table of Contents</b> , with information organized as presented here, and this format followed (Section C.5.u. Proposal Format and Content) and with corresponding page references.			
<b>3. Description of Organization</b>			
a. Provide description of the nature of the organization's services and activities. Note when the business was established, brief history, and location.			
b. Proposer must demonstrate that there is no conflict of interest between existing client relationships and the ability to fully and vigorously represent the Department. Client relationships that could conceivably be a conflict of interest must be listed.			
<b>4. Personnel/Management</b>			
a. <b>Contract Manager.</b> Identify one (1) individual on the proposer's account team who will manage the contract work and has more than five (5) years experience in the field of communications, public relations, social or behavioral marketing, advertising, public information or closely related disciplines. This person must be available to the Department on a sufficiently large percentage of his/her time for managing the State's account.			
b. <b>Identify one (1) individual</b> on the proposer's account team who has a minimum of five (5) years of experience in the field of social marketing services.			
c. <b>Identify one (1) individual</b> on the proposer's account team who has a minimum of five (5) years of experience in advertising.			
d. <b>Identify one (1) individual</b> on the proposer's account team who has a minimum of five (5) years of experience in public relations.			
e. <b>Account Team/Resumes.</b> The proposer must specify the account team and key personnel who will manage/conduct the work. Key personnel are defined as those people who will exercise a major management and/or administrative role on behalf of the proposer. Current resumes/biographies including hourly rates must be attached for each person. Provide education, experience and expertise with pertinent information demonstrating qualifications for this Request for Proposal. Do not exceed two (2) pages per person.			

Meets Requirements

**Y E S                      N O**

<p>f. <b>References.</b> The proposer must supply the Division with a minimum of three (3) separate client references, including at least one from a government agency, with needs of a similar degree of complexity and billables and pro bono work from the last five (5) years, including name, address, e-mail address, phone and FAX numbers for each. No more than one (1) page per client reference.</p>			
<p>g. <b>Organization Chart.</b> Proposer must submit an organization chart, showing the hierarchy and proposed duties of key personnel to be working on project(s). Chart must show the relationship between project manager and key personnel of the proposer's organization and all other parties (subcontractors) to the proposal.</p>			
<p>5. <b>Subcontractors.</b> Identify all proposed subcontractor(s) for work that exceeds \$5,000. Document which portions of service will be performed by subcontractors and their ability to perform the work. Include resumes of subcontractor(s) key personnel. Do not exceed two (2) pages per person. Each subcontractor shall be identified in the proposal and the proposed work to be performed by them shall be described. The cost of the subcontractors shall be indicated. No markup of subcontractor(s) services will be allowed.</p>			
<p>The use of subcontractor(s) is subject to approval by the Public Affairs Officer. Therefore, not all work recommended by the proposer will necessarily be approved and not all subcontractors listed in the proposal will necessarily be utilized. <b>The proposer must make it clear to any subcontractors included in the proposal that even if the proposer is selected, the subcontractors may not necessarily be selected.</b></p>			
<p>6. <b>Scope of Work.</b> The proposal must address all the items described in SECTION C.3, WORK PLAN AND WORK SCHEDULE, in adequate detail.</p>			
<p>7. <b>Cost Sheet.</b> A completed Cost Sheet (Attachment 5) must be included. All costs associated with this proposal's Section C, Subsection 3, Work Plan and Work Schedule Requirements must be included under the format provided; the bid format cannot be altered. Hourly rates and fees for professional skills must be broken out; out-of-pocket expenditures or reimbursable costs must be shown for each task. Account administrative costs should be estimated.</p>			
<p>8. <b>Creative Samples.</b> Proposers must submit (1) copy of the following creative examples. All examples must be of work from the proposer or its intended subcontractor that will service the Department's account or by the personnel to be assigned to this account. Samples must have been produced within the last two years.</p>			
<p>a. <b>Advertising:</b></p>			
<p>1) Two (2) TV ads on a single 1/2" VHS reel, DVD or CD.</p>			
<p>2) Three (3) radio ads on a single cassette or as a sound recording on the video tape reel, DVD, or CD required in a.1. above.</p>			
<p>3) Three (3) print ads, e.g., newspaper, magazine, posters or other print collateral (5"x7" or 8"x10" photographs are acceptable.)</p>			

Meets Requirements

YES NO

4) Three (3) outdoor ads (5"x7" or 8"x10" photographs are acceptable.)			
5) Three (3) additional items that illustrate the proposer's unique creative strengths.			
6) Three (3) banner or Web content ad placements.			
<b>b. Public Relations:</b>			
1) <i>Social or Public Policy or Issue Campaign Experience.</i> The proposer shall cite experience in social or public policy or issue campaign experience and provide two (2) descriptions of experience detailing type of campaign, research, and work involved, and, if applicable, the involvement and coordination with community or constituency groups. Each description shall not exceed one page in length.			
1a) A narrative description of a social marketing campaign with strategy, assumptions and results.			
2) <i>Media Relations Experience.</i> The proposer shall cite experience and provide two (2) descriptions of media relations activities such as work in securing news and editorial coverage, placing feature articles, arranging editorial board meetings, and developing publicity events. Also include any measurements of success. Each description shall not exceed one page in length.			
3) <i>Writing Ability.</i> The proposer shall provide two (2) samples of press and public relations materials written by the proposed team members. These may include press releases, brochures, opinion editorials, direct mail, research, or any other press or public relations materials.			
4) <i>Special Event Development Experience.</i> Describe two (2) special events planned and executed. Each description shall not exceed one page in length.			
5) <i>Preparation of Media Tools.</i> The proposer shall provide two (2) samples of media tools. These may include video news releases (VNRs), radio news releases (RNRs), speakers bureau materials, and/or press kits.			
For each of the above, list the objective, the target market, the creative strategy, and the creative team indicating the persons who worked on the projects, and who are to be assigned to this account, and any impact evaluation measurements that may demonstrate the effectiveness of the material.			
<b>9. Attachments and Preference Programs.</b> Attachments are located in Section E, Attachments.			
<b>a. Required Attachment Check List (Attachment 1)</b>			
<b>b. Financial Statements (Attachment 2).</b> Proposer must provide evidence of financial stability. The proposer must document sufficient financial resources necessary to perform all services associated with this contract. Financial statements are required in the form of a balance sheet and/or income statement for the last year these are available. Financial statements are confidential, and must be labeled "confidential" and submitted in a separate envelope.			
<b>c. Business License or Receipt for Business Tax (Attachment 3).</b> Copy of current California business license or receipt for business tax in accordance with the city or county licensing specifications from the city or county in which the business is located.			

Meets Requirements

**Y E S                      N O**

<b>d. Proposer/Proposal Certification Sheet &amp; Small Business Preference Form (Attachment 4).</b> Must be completed even if not claiming the preference. Businesses with their principal office outside of California may not claim this preference. A completed form may be checked "no."			
<b>e. Cost Sheet (Attachment 5).</b>			
<b>f. Proposer references (Attachment 6).</b>			
<b>g. Disabled Veteran Business Enterprise (DVBE) Participation Forms and Instructions (Attachment 7).</b>			
<b>h. Payee Data Record (STD 204) (if currently not on file) (Attachment 8).</b>			
<b>i. Contractor Certification Clauses (CCC 304) (Attachment 9).</b>			
<b>j. Target Area Contract Preference Act (TACPA) form (if applicable) (Attachment 10).</b>			
<b>k. Enterprise Zone Act (EZA) form (if applicable) (Attachment 11).</b>			
<b>l. Local Agency Military Base Recovery Area (LAMBRA) Act form (if applicable) (Attachment 12).</b>			

**7) Evaluation Process**

- a) At the time of proposal opening, each proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP.
- b) Proposals that contain false or misleading statements, or which provide references that do not support an attribute or condition claimed by the proposer, may be rejected.
- c) Award, if made, will be to the highest scored responsive proposal.

**d) Proposal Evaluation**

The proposals that meet the minimum qualifications will be evaluated and scored according to the criteria indicated below. A minimum of hundred (100) total points must be achieved and a minimum of 50% of the available points must be achieved for each rating/scoring criteria in this phase to be considered responsive. A responsive proposal is one that meets or exceeds the requirements stated in this RFP.

**FOR DEPARTMENT USE ONLY**

**Bid/Proposal:** \_\_\_\_\_  
**Evaluated By:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

Proposal Evaluation Criteria

All proposals compliant with SECTION B, MINIMUM QUALIFICATIONS FOR PROPOSERS, and SECTION C.5.v, PROPOSAL FORMAT AND CONTENT, will be evaluated and scored for their degree of responsiveness for each of the following components.

	<i>Max. Points/Score</i>
1. EXPERIENCE/DEMONSTRATED RESULTS OF FIRM AND PERSONNEL Quality of experience in previous relevant accounts. Ability to deliver relevant, meaningful partnerships and implement advertising, media relations, social marketing, and public affairs programs. Ability to carry out all aspects of the project. Quality and experience of personnel, including subcontractors, assigned to this project.	30_____
2. SCOPE OF WORK Quality and creativity of hypothetical programs in SCOPE OF WORK and sound justification for likelihood of achieving campaign objectives. Effectiveness and suitability of approach.	60_____
3. WORKLOAD AND RESOURCE COORDINATION Reasonableness of hypothetical work plan with regard to scheduling of project and workload distribution.	15_____
4. MEASUREABILITY OF OUTCOMES Ability to assess success of proposed project and reasonableness of proposed performance measures. Ability to develop meaningful, relevant, and achievable performance measures that demonstrate a clear and significant link between Scope of Work and increased beverage container recycling.	35_____
5. COST EFFECTIVENESS Value of overall project. Costs are within the allotted budget and the project leverages budget to gain maximum reach and effectiveness. Ability to leverage client's status as a public agency engaged in meaningful environmental work to encourage maximum assistance from partners and media.	60_____
<b>SUBTOTAL POINTS</b>	<b>200_____</b>
6. PREFERENCE POINTS (SBE, TACPA, EZA and LAMBRA Preference Points will be awarded in accordance with state policies and procedures)	_____
<b>TOTAL</b>	_____

**FOR DEPARTMENT USE ONLY**

**Bid/Proposal:** \_\_\_\_\_  
**Evaluated By:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**ORAL PRESENTATIONS**

The evaluation committee may, if it deems necessary, select up to the top five (5) scoring qualified proposers (and their proposed subcontractors if requested) for oral presentations. To qualify for oral presentations, proposers must meet all SECTION III, MINIMUM REQUIREMENTS and score a minimum of 160 points from items 1 through 6 of the PROPOSAL EVALUATION CRITERIA. This oral presentation will allow finalists to demonstrate their understanding of the project objectives and to articulate their capability to meet or exceed the requirements of this RFP.

The evaluation committee reserves the option of conducting the presentation at the finalist's or the proposed subcontractor's site, or other designated site.

If the finalist cannot meet on the designated oral presentation date, the evaluation committee reserves the right to disqualify the finalist as nonresponsive.

The following criteria will be used for scoring the oral presentation.

	<i>Max. Points/Score</i>
7. Quality and completeness of answers to questions regarding the proposed work plan. Professionalism of personnel assigned to the account.	20 _____
8. Proposer's ability to integrate its ideas into the Department's overall business objectives.	10 _____
9. Ability to provide effective creative flexibility within changing budget structures	10 _____
10. Evidence of quality of proposed strategies and creative samples from previous work.	20 _____
<b><i>SUBTOTAL POINTS</i></b>	<b>60 _____</b>

**TOTAL POINTS** \_\_\_\_\_

*In the event of a tie, proposal with the highest points for the Scope of Work score combined with the Oral Presentation score (if oral presentations are deemed necessary) will be selected. A tie is defined as a difference of one point (1.0) or fewer.*

## 8) Award and Protest

- a) Notice of the proposed award shall be posted in a public place in the Department of Conservation, Directors Office, 801 K Street, Suite 2400, Sacramento, CA 95814 and on the following Internet site: [www.conservation.ca.gov](http://www.conservation.ca.gov) for five (5) working days prior to awarding the agreement.
- b) If any proposer, prior to the award of agreement, files a protest with the Department of Conservation and the Department of General Services, Office of Legal Services, 707 Third Street, 7<sup>th</sup> Floor, Suite 7-330, West Sacramento, CA 95605, on the grounds that the (protesting) proposer would have been awarded the contract had the Department correctly applied the evaluation standard in the RFP, or if the Department had followed the evaluation and scoring methods in the RFP, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter. It is suggested that you submit any protest by certified or registered mail.
- c) Within five (5) days after filing the initial protest, the protesting proposer shall file with the Department of General Services, Office of Legal Services and the Department of Conservation a detailed statement specifying the grounds for the protest.
- d) Upon resolution of the protest (if applicable) and award of the agreement, Contractor must complete and submit to the awarding agency the Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Section 18662. This form can be found on the Internet at <http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf>. No payment shall be made unless a completed STD 204 has been returned to the awarding agency.
- e) Upon resolution of the protest (if applicable) and award of the agreement, Contractor must sign and submit to the awarding agency, *page one (1)* of the Contractor Certification Clauses (CCC), which can be found on the Internet at [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts).

## 9) Disposition of Proposals

- a) Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California, and upon completion of proposal evaluation will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and will be subject to review by the public.

The proposer must document sufficient financial resources necessary to perform all services associated with this contract. Financial statements are required in the form of a balance sheet and/or income statement for the last year these are available.

**Financial statements are confidential, must be labeled "confidential," and must be submitted in a separate envelope.**

- b) Proposal packages may be returned only at the proposer's expense, unless such expense is waived by the department.

#### **10) Agreement Execution and Performance**

- a) Performance shall start on the express date set by the awarding agency and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's Proposal price and the actual cost of performing work by another contractor.
- b) All performance under the agreement shall be completed on or before the termination date of the agreement.

#### **D) Preference Programs (May or may not be applicable to proposer).**

- 1) Small Business Preference - <http://www.pd.dgs.ca.gov/sbop/default.htm>
- 3) Target Area Contract Preference Act (TACPA) – <http://www.pd.dgs.ca.gov/disputes/default.htm>
- 3) Local Agency Military Base Recovery Area (LAMBRA) Act - <http://www.pd.dgs.ca.gov/disputes/default.htm>
- 4) Enterprise Zone Act (EZA) - <http://www.pd.dgs.ca.gov/disputes/default.htm>

#### **E) Required Attachments**

##### **1) DVBE Requirements**

An explanation of the Disabled Veteran Enterprise Program (DVBE) requirements can be found at the Internet web site <http://www.pd.dgs.ca.gov/dvbe/default.htm>. Select “DVBE Resource Packet” under “Quick Links.”

The DVBE package and the required submittal forms can be found at the Internet website <http://www.pd.dgs.ca.gov/dvbe/default.htm> and select DVBE Participation Solicitation Package Attachment and Summary.

##### **2) Additional Attachments**

Refer to the following pages for additional required and non-required attachments that are a part of this agreement.

ATTACHMENT 1

REQUIRED ATTACHMENT CHECK LIST

A complete proposal or proposal package will consist of all of the items identified below. You must use this checklist to confirm the items in your proposal. Place a check mark or "X" next to each item that you are submitting to the State. For your proposal to be responsive, all required attachments must be returned. The completed checklist must also be returned with your proposal package.

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Attachment Check List (required)
_____ Attachment 2	Financial Statement (required)
_____ Attachment 3	Business License or Business Tax Form (required)
_____ Attachment 4	Proposal/Proposer Certification Sheet (required)
_____ Attachment 5	Cost Sheet (required)
_____ Attachment 6	Proposer References (required)
_____ Attachment 7	Disabled Veteran Business Enterprise Participation Forms and Instructions (required)
	Std. 840 Disabled Veteran Business Enterprise Participation Summary (page 1).
	Good Faith Effort Documentation – Exhibit A (3 pages)
_____ Attachment 8	Payee Data Record (STD 204) (if currently not on file) (required). STD 204 may be found on the Internet at <a href="http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf">http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf</a>
_____ Attachment 9	Contractor Certification Clauses (CCC) 304 (required). The CCC can be found on the Internet at <a href="http://www.ols.dgs.ca.gov/Standard+Language/default.htm">http://www.ols.dgs.ca.gov/Standard+Language/default.htm</a>
_____ Attachment 10	Target Area Contract Preference Act (TACPA) (if applicable)
_____ Attachment 11	Enterprise Zone Act (EZA) (if applicable)
_____ Attachment 12	Local Agency Military Base Recovery Area (LAMBRA) Act (if applicable)

ATTACHMENT 4

PROPOSAL/PROPOSER CERTIFICATION SHEET

This Proposal/Proposer Certification Sheet must be signed and returned along with all the "required attachments" as an entire package in duplicate with original signatures. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions.

**Do not return Section C, Proposal Requirements and Information (pages 5 through 11) nor the "Sample Agreement" at the end of this RFP.**

- A. Place all required attachments behind this certification sheet.
- B. I have read and understand the DVBE Participation requirements and have included documentation demonstrating that I have met the participation goals or have made a good faith effort.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

**An Unsigned Proposal/Proposer Certification Sheet  
May Be Cause For Rejection**

1. Company Name	2. Telephone Number (   )	2a. Fax Number (   )
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Proposer's Name (Print)	11. Title	
12. <b>Signature</b>	13. Date	
14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> a. California Small Business Yes <input type="checkbox"/> No <input type="checkbox"/>  If yes, enter certification number: _____ </div> <div style="width: 45%;"> b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/>  If yes, enter your service code below: _____ </div> </div>		
<b>NOTE:</b> A copy of your Certification is required to be included if either of the above items is checked "Yes". Date application was submitted to OSBCR, if an application is pending: _____		

### Completion Instructions for Proposal/Proposer Certification Sheet

Complete the numbered items on the  
Proposal/Proposer Certification Sheet by following the instructions below.

Item Numbers	Instructions
<b>1, 2, 2a, 3</b>	Must be completed. These items are self-explanatory.
<b>4</b>	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
<b>5</b>	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
<b>6</b>	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
<b>7</b>	Enter your federal employee tax identification number.
<b>8</b>	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
<b>9</b>	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
<b>10, 11, 12, 13</b>	Must be completed. These items are self-explanatory.
<b>14</b>	If certified as a California Small Business, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

ATTACHMENT 5

SAMPLE COST PROPOSAL WORKSHEET

DIRECT LABOR	HOURS	RATE	TOTAL
Program Manager (Job Description)	_____ @	_____	_____
Staff Assistant (Job Description)	_____ @	_____	_____
Technician (Job Description)	_____ @	_____	_____
Clerical (Job Description)	_____ @	_____	_____
			\$ _____
SUBCONTRACTOR(S) COST (ITEMIZED)			\$ _____
INDIRECT COSTS (OVERHEAD AND FRINGE BENEFITS)			
Overhead Rate	_____	_____	
Fringe Benefits	_____	_____	
			\$ _____
DIRECT COSTS (EXCEPT LABOR)			
Travel Costs		_____	
Equipment and Supplies (Itemized)		_____	
Other Direct Costs (Itemized)		_____	
			\$ _____
TOTAL COSTS			\$ _____

ATTACHMENT 6

PROPOSER REFERENCES

Submission of this attachment is mandatory. Failure to complete and return this attachment with your proposal will cause your proposal to be rejected and deemed nonresponsive.

List below three references for services performed within the last five years, that are similar to the scope of work to be performed in this contract. If three references cannot be provided, please explain why on an attached sheet of paper.

**REFERENCE 1**

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

**REFERENCE 2**

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

**REFERENCE 3**

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

## Standard Agreement

A sample Standard Agreement (STD 213) Sections 1 – 4 and Exhibits A-E may be found at <http://www.ols.dgs.ca.gov/Contracting+Info/formsandinstructions.htm>. The remainder of the Agreement consists of the following:

5. **Controlling Order:** The work to be performed shall be conducted in accordance with the terms and conditions of this contract. The Department's Request for Proposal Number PAO-600 (hereinafter referred to as RFP) and the contractor's proposal are hereby incorporated herein by reference. In the event of conflict or inconsistency between the terms of this contract, the RFP and the contractor's proposal; this contract, the RFP and the contractor's proposal shall be controlling in that respective order.
6. **Definitions:** Unless the context otherwise requires, the terms defined below shall govern the construction of this Contract:
  - a. "Contract" means the Department's Outreach Services Contract.
  - b. "Contract manager" means the staff person assigned to administer this contract on behalf of the Department.
  - c. "Contractor" means the prime contractor designated in this contract.
  - d. "Department" or "DOC" means the California Department of Conservation.
  - e. "Director" means the Director of the California Department of Conservation.
  - f. "Division" or "DOR" means the Department of Conservation's Division of Recycling.
  - g. "Project manager" means the person assigned by the contractor to direct the work under this contract for the contractor.
  - h. "RFP" means the Department's Request for Proposal.
  - i. "State" means the State of California, including but not limited to, the California Department of Conservation and/or its designated officer.
  - j. "Subcontractor" means a person or entity that contracts with the contractor to perform work under this contract.
7. **Communications:** All official communication from the contractor to the Department shall be directed to:  
  
DOR Outreach Contract Manager  
Department of Conservation  
MS 24-07  
801 K Street  
Sacramento, CA 95814  
(916) 323-1886
8. **Evaluation:** The contractor's performance under this contract will be evaluated and submitted to the Director within 30 days after the termination of this Contract.
9. **Modifications/Changes:** By written change order, the contract manager, as directed by the Public Affairs Officer, may at any time during the effective period of the contract, order changes within the contract without invalidating this contract, so long as such changes do not increase the amount due under the contract, extend the term of the contract or result in substantial change to the work statement. The latter changes shall require a formal contract amendment.
10. **Subcontracts:** The contractor shall function as the prime contractor for the term of this contract. The contractor shall manage the performance of and be responsible for all work performed by the subcontractor(s). The contractor shall be entitled to make use of its own staff and such subcontractor(s) as are mutually acceptable to the contractor and the Department. All subcontractor(s) specifically identified in the contract are considered to be acceptable to the Department. Any change in subcontractor(s) must be approved in advance by the Department. All subcontractors are governed by and must adhere to all provisions of this contract.

The contractor, its subcontractors and their employees shall be responsible in the performance of the work under this contract for exercising the degree of skill and care required by customarily accepted good professional practices and procedures. Any costs for failure to meet the forgoing standards, or otherwise defective service which requires the service to be redone, shall be borne by the contractor and not the Department.

The subcontractors shall be experts in their respective disciplines. Subcontractors shall have extensive experience in their area of expertise, with particular emphasis on prior experience on similar programs or projects that clearly illustrate their expertise in areas essential to the Department.

The subcontractors can include organizations not part of the original team. In some cases, the Department, or the contractor, may determine that the level of expertise or the services required are beyond those provided by the contractor or its routine subcontractors. The Department may specifically request the contractor to identify a suitable subcontractor based upon requirements established by the Department. In all cases, the contractor will be required to establish all necessary contractual relationships with all subcontractors and properly reimburse all subcontractors for services performed.

The technical performance of the subcontractor will be monitored by the contractor to the extent required by the Department.

The contractor's responsibilities shall include, but not be limited to:

- a. Working directly with and reporting to the contract manager on contract status, work assignments, and progress;
- b. Coordinating subcontractor accessibility to Department staff;
- c. Scheduling and assigning specific tasks;
- d. Ensuring projects and products are completed and submitted to the contract manager by established deadlines;
- e. Submitting monthly progress reports pursuant to the reporting requirements of this contract;
- f. Preparing annual reports summarizing all activities of the contract for that year and a final contract report summarizing all activities conducted under the contract;
- g. Providing accounting services for invoice payments; and
- h. Paying approved subcontractor invoices.

11. Licensing of Outreach Products to Other Public Entities. From time to time, other governmental entities may seek to use products or media produced under this Contract for the outreach campaign ("outreach products"). Such use may not occur without the execution of a license agreement, approved by both the Department and the governmental entity requesting permission to use the outreach products. The Department will not permit such use if, by doing so, the Department would violate any applicable talent agreements or incur any costs.

The Contractor shall, at the request of the Department, participate in negotiations with the requesting governmental entity, monitor the other governmental entity's use of the outreach product, and bill, receive and process on behalf of the Department any licensing fees or other revenues that the Department may wish to charge for the use. The Department will reimburse the Contractor for such services at the hourly administrative rate established in the Budget at Exhibit B of this Agreement.

The Contractor shall report to the Department on a monthly basis any licensing fees or other revenues received during the preceding 30 days. The Contractor shall, at the direction of the Department, either forward those revenues to the Department or adjust the Contractor's invoices to the Department to ensure that amounts billed by the Contractor for services rendered to the Department pursuant to this Contract are reduced (offset) in an amount equal to those revenues. In the case of such offsets, invoices shall clearly reflect all hours for services rendered and the associated costs, offset by the amount of revenue received, and the resulting net amount billed. The Contractor shall maintain accounting records tracking all revenues received in exchange for, or pertaining to, the use of outreach products and shall permit the Department or any other representative of the State to review all such records.

The Contractor shall not, under any circumstances, permit any person or entity to use outreach media or products produced under this Agreement or otherwise owned by the Department without the express written agreement of the Department in a licensing agreement. The Contractor shall not receive any revenues related to the use of outreach products unless those revenues are provided for in the licensing agreement and until requirements related to the Contractor's receipt and handling of, and accounting for, those revenues are specified in a work authorization issued by the Department pursuant to this Agreement. All revenues received by the Contractor shall be received on behalf of the Department.

12. Accounting Records and Audits: The contractor shall maintain financial records, in accordance with generally accepted accounting principles, of expenditures incurred during the course of the project, including matching funds that may be required. Such records shall be readily available for inspection by the Department.

The contractor agrees that the Department, the State Controller's Office and the Bureau of State Audit's or designated representatives shall have an absolute right of access to all of the contractor's records pertaining to the contract to conduct reviews and/or audits. Contractor's records pertaining to the RFP, contract, or any part thereof requested, shall be made available to the designated auditor(s) upon request for the indicated review and/or audits. Such records shall be retained for at least three years after expiration of the contract or until completion of the action and resolution of all issues which may arise as a result of any litigation, claim negotiation or audit, whichever is later.

13. Discretionary Termination of Contract: Immediately upon receiving a written notice to stop work, the contractor shall cease all work under this contract. The Department shall have the right to terminate this contract at its sole discretion at any time upon five (5) days written notice to the contractor. In the case of early termination, a final payment will be made to the contractor upon receipt of a financial report and invoices covering costs incurred to termination, and a written report describing all work performed by the contractor to date of termination.
14. Disputes: The contractor is hereby advised of its duties, obligations and rights under Public Contract Code Section 10240, et seq. In the event of a dispute, the contractor may, in addition to any other remedies which may be available, provide written notice of the particulars of such dispute to the Director of the Department of Conservation, 801 K Street, MS 24-01, Sacramento, CA 95814. Such written notice must contain the contract number. Within ten days of receipt of such notice, the Director shall advise the contractor of his findings and recommend a means of resolving the dispute.
15. Publicity and Acknowledgment: The contractor agrees that it will acknowledge the California Department of Conservation support whenever projects funded, in whole or in part, by this contract are publicized in any news media, brochures, articles, seminars or other type of promotional material. The contractor shall also include in any publication resulting from work performed under this contract an acknowledgment substantially as follows:

"The work upon which this publication is based was performed pursuant to a contract with the Department of Conservation."

The contractor shall place the following notice, preceding the text, on draft reports, on the final report, and on any other publication or report resulting from work performed under this agreement.

Disclaimer

*"The statements and conclusions of this report are those of the contractor (and subcontractor (s)) and not necessarily those of the Department of Conservation, its employees, or the State of California. The State makes no warranty, express or implied, and assumes no liability for the information contained in the following text."*

16. Ownership of Drawings, Plans and Specifications: The state shall have separate and independent ownership of all drawings, design plans, specifications, notebooks, tracings, photographs, negatives, audio and video productions, films, recordings, original artwork, productions, reports, findings, recommendations, data and memoranda of every description or any part thereof, prepared under this contract, and the originals and all copies thereof shall be delivered to the Department upon request. The Department shall have the full right to use said

originals and copies in any manner when and where it may determine without any claim on the part of the contractor, its vendors or subcontractors to additional compensation.

17. Copyright and Trademarks: The contractor agrees to establish for the Department good title in all material which is subject to copyright and trademark laws developed as a result of this contract. Such title shall include exclusive copyrights and trademarks in the name of the State of California.

As used herein, "material subject to copyright" includes all materials which may be subject to copyright laws as noted in Title 17, United States Code, Section 102, as follows: 1) literary works, 2) musical works, including any accompanying words, 3) dramatic works, including any accompanying music, 4) pantomimes and choreographic works, 5) pictorial, graphic and sculptural works, 6) motion pictures and other audio visual works, 7) sound recordings, and 8) architectural works. As used herein, "material subject to trademark" means any material which may be registered as a trademark, service mark or trade name under the California Trademark Law, cited at Business and Professions Code (B&PC) Section 14200, et seq. "Trademark" is defined by B&PC Section 14207. "Service Mark" is defined by B&PC Section 14206. "Trade Name" is defined by B&PC Section 14208. Contractor agrees to apply for and register all copyrights and trademarks, as here above defined, in the name of the State of California, for all materials developed pursuant to this contract which may be applicable for copyright under the law or for which a trademark may be registered. Failure to comply with this article when such failure results in the loss of the exclusive right of the Department to use, publish or disseminate such materials, when such failure and result occur during the term of the contract, constitutes breach of contract.

18. Nondiscrimination Clause:

- a. During the performance of this contract, the Department, contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulation of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full.
- b. The contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or comparable agreement.
- c. The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.
- d. The contractor shall acknowledge its agreement to the terms of this nondiscrimination clause by signing the attached "Statement of Compliance."
- e. By signing this contract, the contractor hereby certifies under penalty of perjury under the laws of the State of California that the contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:
  1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
  2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
    - a. the dangers of drug abuse in the workplace;
    - b. the person's or organization's policy of maintaining a drug-free workplace;
    - c. any available drug counseling, rehabilitation and employee assistance programs; and,
    - d. penalties that may be imposed upon employees for drug abuse violations.
  3. Provide, as required by Government Code Section 8355(c), that every employee who works on the contract:

- a. will receive a copy of the company's drug-free policy statement; and,
- b. will agree to abide by the terms of the company's statement as a condition of employment on the contract.

Failure to comply with these requirements may result in suspension of payments under the contract or termination of the contract or both and the contractor may be ineligible for award of any future State contracts if the Department determines any of the following has occurred: (1) the contractor has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

19. Contract Revisions: The contractor must obtain prior written approval from the contract manager before making changes to the contract. All requests must include a description of the proposed change and the reasons for the change.
20. Budget Revisions: The budget of this contract may be revised from one budget item to another up to 30 percent of the contract amount per year, without increasing the total amount of the contract, and without changing the scope of the work. Revisions will be in writing, without formal amendment, as directed by the contract manager.
21. Payment: The Department shall reimburse the contractor for performing only those services as specified in the Scope of Work, when these tasks are identified in subsequently issued work authorizations. Payment to the contractor shall be made in arrears, not more frequently than monthly, upon receipt of a detailed invoice, as specified herein. Except for media purchases, production expenses, and purchases (e.g. premiums, etc.), payments as pre-determined in the work authorizations, the Department shall withhold payment equal to 10 percent of each invoice until all work, to the satisfaction of the Department, is completed. The 10 percent withheld shall be paid at the end of each contract term (12 months) upon the approval of the contract manager. An exception can be made with the approval of the Director.
22. Reporting Requirements: Failure to comply with the reporting requirements specified below may result in termination of this contract or suspension of any or all outstanding payment requests until such time as the contractor has satisfactorily completed the reporting provisions.
  - a. Progress Reports

The contractor shall submit to the contract manager a progress report by the 10th day of each month following the reporting period. The progress report shall be in such detail as to define the actual work performed by the contractor as specified in the Scope of Work and subsequently issued work authorizations.

The progress report shall include:

    - 1) Work status and specific work progress;
    - 2) Percent of completion of each task;
    - 3) If appropriate, difficulties encountered during the reporting period and remedial action taken; and
    - 4) Any proposed changes of personnel assigned to the project.
  - b. Final Report

Not less than thirty (30) days prior to the contract termination date or within thirty 30 days after the expenditure of all funds in the contract, whichever occurs first, the contractor shall submit five copies of a draft version final report, using a format prescribed by the contract manager. Review comments shall be prepared and transmitted by the Department to the contractor within seven (7) days of receipt of the draft final report. Within ten (10) days of receipt of the Department's comments, the contractor shall submit to the contract manager one camera-ready original plus 10 copies of the final report. Pursuant to Government Code section 7550, the contractor shall include, on a separate page, in any document or written report prepared pursuant to this contract, the dollar amounts of the contract and all subcontracts relating to the preparation of the document or written report. The Department reserves the right to use and reproduce all reports and data produced and delivered pursuant to this contract, and reserves the right to authorize others to use or reproduce such materials.
23. Discharge of Contract Obligations: The contractor's obligations under this contract shall be deemed discharged only upon acceptance of the final report by the Department. If requested, the contractor shall make an oral presentation to the Department. In the event the contractor is a public agency, the governing body shall accept the final report prior to its submission to the Department.
24. Contractors National Labor Relations Board Certification: The contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal court has been issued against the contractor within the immediately preceding two-year period because of the

contractor's failure to comply with an order of a Federal court which orders the contractor to comply with an order of the National Labor Relations Board.

25. Travel: For purposes of payment, contractor's headquarters shall be designated in the city where the contractor's office is located. Travel outside the State of California shall not be reimbursed without prior written authorization of the contract manager or unless otherwise expressly so provided in the terms of this contract. Contractors traveling from another state to the State of California will be reimbursed according to the prevailing rates for State of California employees.
- a. When invoicing travel-related expenses, the contractor shall use a formally printed invoice or letterhead, and shall sign and date the claim prior to submitting to the Department for payment.
  - b. For travel necessary to the performance of this contract, the contractor shall be reimbursed as follows:
    1. Travel by common carrier, airline coach class or equivalent, in accordance with receipts or vouchers verifying expenditure.
    2. Travel by private or contractor-owned automobile up to 34 cents per mile. However, if travel by common carrier is more economical than by automobile, the rate for the common carrier will be reimbursed.
    3. Travel by private car to and from the common carrier will be reimbursed up to 34 cents per mile.
    4. Travel by rental car, if less expensive than taxi service. Receipts must be attached to contractor's invoice. Contractor should note that insurance coverage is not reimbursable.
  - c. Per diem rates apply to travel more than 25 miles away from contractor's headquarters and are reimbursable as follows:
    1. Date and time of departure and return must be indicated in order to establish appropriate per diem rates. Place where the travel originates must also be stated.
    2. Reimbursement will be paid for lodging, up to \$84.00 per night plus tax for approved out-of-town travel. When required to conduct State business and obtain lodging in the Counties of Los Angeles and San Diego, reimbursement will be for actual receipted lodging to a maximum of \$110 plus tax. Lodging will be reimbursed up to \$140.00 per night plus tax in the counties of Alameda, Santa Clara, San Francisco and San Mateo. Lodging receipts must be submitted for reimbursement.
    3. For less than a 24-hour period immediately following a 24-hour period, reimbursement may be made as follows: breakfast, \$6.00; lunch, \$10.00; and dinner, \$18.00. Travel must begin at or prior to 6:00 a.m. and terminate at or after 9:00 a.m. to qualify for breakfast reimbursement. Lunch may be claimed if travel begins at or prior to 11:00 a.m. and terminates at or after 2:00 p.m. Dinner may be claimed if travel begins at or prior to 4:00 p.m. and terminates at or after 7:00 p.m. For travel consisting of a total of fewer than 24 hours, there is no reimbursement for lunch or incidentals; reimbursement for breakfast and dinner follows the above rules.
    4. Incidental expenses may be reimbursed without receipts up to \$6.00. Expenses exceeding \$6.00 must be itemized with the receipts attached to contractor's invoice. Incidental expenses include the following:
      - i. phone calls (include name and number called);
      - ii. toll charges and parking fees;
      - iii. reproduction; and
      - iv. postage.
  - d. For out-of-state travel, contractor may be reimbursed actual lodging, supported by receipts, and meals and incidentals up to \$40.00 for each 24-hour period under the same conditions as for in-state travel. Out-of-state rates are as follows: breakfast, \$6.00; lunch, \$10.00; dinner, \$18.00; incidentals, \$6.00.
  - e. Travel expenditures not listed herein cannot be reimbursed.
26. Invoicing: All invoices shall be prepared and submitted as directed below:
- a. The original and two copies of each invoice shall be submitted to:

Attn: Outreach Services/Public Affairs Office  
Department of Conservation  
MS 24-07  
801 K Street  
Sacramento, CA 95814

- b. Each copy shall be printed on the contractor's company letterhead and shall state the contract number. At least one copy shall bear the contractor's (or authorized designee's) original signature. Supporting documentation (receipt, canceled checks, etc.) required by the contract shall be attached to each copy. All invoices shall be assigned invoice numbers.
  - c. The invoice shall be signed by the person who signed the contract or his/her designee. In order for the Department to accept a designee's signature a "Letter of Authorization" or comparable document must be on file with the Department, stating the designee's right to sign invoices in lieu of the original contractor's signature. If there is a question as to the authority of the signatory which cannot be resolved to the satisfaction of the Department or other reviewing State agency, the invoice will not be honored.
  - d. A proof of purchase receipt or canceled check for each item requested to be reimbursed shall be retained on file by the contractor in accordance with the Accounting and Auditing provisions of this contract and need not be submitted in order for the contractor to be reimbursed. Travel related expenses claimed on an invoice shall always be accompanied by supporting documentation when submitted for reimbursement. In addition, the contractor shall submit any supporting documentation the contract manager or other State official reviewing the contract deems necessary. All supporting documentation shall be legible and contain sufficient information to establish that the purchase in question was made.
    - 1. For newspaper, magazine or other publication advertising, the contractor will be required to submit to the State actual publication billing as well as "tear sheets" as proof of performance.
    - 2. Any contractor using outdoor advertising will also be required to provide the State with actual original invoices from the participating outdoor company. Copies provided by the contractor will not be acceptable. A location list and map will be required before the State will give its final acceptance to the use of this medium.
    - 3. It is the responsibility of the contractor to provide the State with the necessary documentation. No invoices may be altered in any form. A full disclosure of each invoice is required.
  - e. Only those items and rates found in approved work authorizations are eligible for reimbursement. Any changes to the budget must be approved by the contract manager before an expenditure for that item can be made. All payments shall be based on the contractor's invoices, itemized in accordance with the rates, detailed in the contract's work authorizations.
  - f. The contractor shall submit no more than one invoice per calendar month per work authorization, in arrears. Any exception to this limitation shall require contract manager approval in advance of submitting the invoice for reimbursement.
  - g. No payment shall be made to the contractor in advance of services rendered.
  - h. Payments shall be made to contractor only upon evidence of satisfactory progress and approval by the contract manager. Such evidence shall consist of written progress reports drafted by the contractor and submitted to the contract manager on a monthly basis pursuant to the reporting provisions of this contract and accompanied by any required deliverables.
  - i. Each invoice is subject to the contract manager's approval, department management review, and audit by the Department's accounting office. Undisputed invoices require approximately five weeks for payment.
27. Work Authorizations: Each work authorization issued subsequent to this contract and identified as part of this contract shall be considered part of the original contract. It is understood and agreed by both parties to this contract that all the terms and conditions shall remain in force with the inclusion of any work authorization. A work authorization shall in no way constitute an independent contract, other than as provided pursuant to this contract, nor in any way amends or supersedes any other provisions of this contract.

For each item of work, the contract manager shall prepare a work authorization or direct the contractor to prepare and submit a work authorization for review and approval by the Department. Each work authorization shall consist of a detailed statement of purpose, objective or goals to be undertaken by the contractor, the technology area, identification of the contractor and subcontractor team, identification of all significant materials to be developed and delivered by the contractor to the Department, identification of the materials to be furnished by the Department to the contractor, an estimated time schedule, and the contractor's estimated person hours, billing rates, and total cost of the work authorization.

Included in each work authorization shall be costs, if any, incurred by the contractor for monitoring and reviewing subcontractor work and performing related bookkeeping and invoicing work. All work authorizations shall be in writing and approved by the Department prior to beginning any work.